HAJI ALI HAJI OTHMAN

v.

TELEKOM MALAYSIA BERHAD

HIGH COURT MALAYA, JOHOR BAHRU
HAIDAR MOHD. NOOR J
[CIVIL APPEAL NO: 22-172 OF 1992]
24 DECEMBER 1996

CIVIL PROCEDURE: *Mode of Commencement - Declaration, application for - Labour dispute - Refusal by Minister to refer representations to Industrial Court - Whether must apply to quash decision by certiorari or mandamus - Whether can proceed by way of writ - Industrial Relations Act 1967, s. 20(3)*

ADMINISTRATIVE LAW: *Exercise of judicial functions - Domestic tribunal - Breach of natural justice - Whether reasons for decision of inquiry panel must be given to employee - Whether breach of natural justice if reasons not given*

ADMINISTRATIVE LAW: *Exercise of judicial functions - Domestic tribunal - Breach of natural justice - Whether charges must be framed separately - Whether punishment must be meted according to each charge - Whether different principle applicable if punishment is dismissal*

CIVIL PROCEDURE: *Declaration - Jurisdiction of Court - Function of High Court as Court of first instance - Judge's role in application for declarations in labour dispute*

The plaintiff was employed by the Jabatan Telekom Malaysia ('JTM') in 1972 and later when it was privatised and incorporated as the defendant, the plaintiff opted to work for the defendant under Scheme B. One of the terms of employment under Scheme B was that the plaintiff would only be entitled to medical benefits for a maximum of five children. An Inquiry Panel set up by the defendant found the plaintiff guilty of dishonestly claiming for medical benefits in respect of his sixth child and the plaintiff was dismissed on the Panel's recommendation. The plaintiff's representations to the Industrial Relations Department were not referred by the Minister to the Industrial Court under s. 20(3) of the Industrial Relations Act 1967 ('IRA'). The plaintiff brought this writ action in the High Court seeking declaratory relief for, *inter alia*, declarations that the purported dismissal was bad in law and for reinstatement or damages in lieu thereof. His main complaints were that: (i) the disciplinary action was in breach of the rules of natural justice as he was not given a fair hearing and the reasons for the decision to dismiss him were

not furnished to him; and (ii) the charges against him were vague as there were no separate charges and no separate sentence for each charge. At the hearing, the defendant raised a preliminary objection that the proper course for the plaintiff to have taken was to have applied to quash the Minister's decision by way of certiorari or mandamus and that the plaintiff by bringing the action by writ was trying to pursue his claim by the back door.

Held:

[1] The preliminary objection was overruled as the remedies of certiorari and mandamus on one hand and declaratory orders on the other, were not mutually exclusive. If the plaintiff was still aggrieved by the Minister's decision, it was open to him to file a suit in the Civil Court for damages for wrongful dismissal.

[2] It was not disputed that at the time disciplinary action was taken against the plaintiff, he was already on the pensionable scheme and therefore all his rights and benefits as a pensioner were preserved. However, when the plaintiff opted to accept Scheme B, he was fully aware that he would be governed by the terms and conditions of service of Scheme B. As such, he could not rely on the conditions governing civil servants and was subject to the disciplinary procedure and punishment laid down by the defendant.

[3] The evidence showed that the plaintiff was given all opportunity to defend himself and the record of the proceedings of the inquiry, which was signed by the plaintiff, showed that he had in fact expressed his satisfaction with the conduct of the Inquiry Panel. Furthermore, there is no statutory or administrative requirement for the defendant to provide reasons for its decision to dismiss the plaintiff. Therefore, there was no breach of any rule of natural justice nor was there any procedural unfairness in this case.

[4] Unlike the Criminal Court, there is no need for separate charges and sentences in a domestic inquiry. It is within the province of the Inquiry Panel and Disciplinary Committee to dismiss an employee after considering the cumulative effect of all the charges and their seriousness together. Therefore, it is not necessary to consider a sentence separately on each charge unless the sentence to be imposed is short of dismissal.

[5] An act of dishonesty on the part of an employee is a serious matter. If the appropriate authority deems it fit that such an act merits dismissal, it is not for the Court to say otherwise, as the Court here was not acting as an appellate Court. The Judge's role here was to determine whether the plaintiff was properly heard and whether there was *mala fides* on the part of the defendant. In this case, there was no such defect and the

Court was of the view that the findings of the Inquiry Panel were supported by the facts before it.

[Plaintiff's claim dismissed.]

Cases referred to:

Metal Industry Employees Union v. Registrar of Trade Unions & Ors. [1976] 1 MLJ 220 ***(dist)***

Hong Leong Equipment Sdn. Bhd. v. Liew Fook Chuan & Anor. Appeal [1996] 1 MLJ 481 ***(dist)***

Maggai v. Govt of Sarawak & Anor. [1970] 2 MLJ 41 ***(dist)***

Petaling Tin Bhd. v. Lee Kian Chan [1994] 1 MLJ 675 ***(refd)***

Pyx Granite Co. v. Minstry of Housing and Local Government [1960] AC 260 ***(refd)***

Minister of Labour, Malaysia v. Chan Meng Yuen & Anor Appeal [1992] 2 MLJ 342 ***(foll)***

Woon Kuok Cheng v. Tan Sri Datuk Chang Min Tat & 15 Ors. [1993] 2 CLJ 391 ***(foll)***

Legislation referred to:

Federal Constitution, Art. 135
Industrial Relations Act 1967, s. 20(1), (3)
Trade Unions Ordinance 1959, s. 17
Telecommunication Services (Successor Company) Act 1985, s. 9(2)

For the plaintiff - R.K. Menon; M/s. R.K. Menon & Co.
For the defendant - Sowaran Singh; M/s. Abdul Raman Saad & Assoc.

JUDGMENT

Haidar Mohd. Noor J:

Haji Ali bin Haji Othman ('plaintiff'), a former employee of Telekom Malaysia Berhad ('defendant') filed this motion against the defendant claiming for:

(i) A declaration that the purported dismissal of the plaintiff by the defendant was null, bad in law and ineffective;

(ii) A declaration that the plaintiff was and still is and continues to be an employee of the defendant;

(iii) That the plaintiff is entitled to immediate reinstatement at his previous job and to be paid all arrears of salary etc. as well as to all perks and privileges arising out of such employment; **or**

(iv) Damages **in lieu thereof;**

(v) Such further or other relief;

(vi) Costs of this action;

(vii) Interests.

The words underlined were amended by consent. In respect of prayer (vii) above, Counsel applied to insert such prayer therein. As it is really a consequential prayer, I allowed the application even at the late stage of the proceedings. In any event it is actually covered by prayer (v) above.

At the commencement of the trial parties agreed to the following Bundle of Documents to be admitted and marked:

(a) Bundle of Documents filed by the plaintiff – **P.1**

(b) Bundle of Documents filed by the defendant – **P.2**

The Bundle of pleadings was marked as **P.3.**

Preliminary Issue

On 6 September 1996 when this case commenced for hearing, the Counsel for the defendant, Encik Sowaran Singh raised a preliminary objection as to whether this action was rightly taken by the plaintiff by way of a writ to challenge his purported dismissal. Encik Sowaran Singh said that the plaintiff could not do so as he had failed to get his case referred to the Industrial Court by the Minister of Labour under s. 20(3) Industrial Relations Act 1967 ('IRA') (see p. 256 of P.1). The right course of action that should be taken by the plaintiff, according to Encik Sowaran Singh, would be to apply for the Minister's decision to be quashed by way of orders of certiorari and mandamus. Having failed to do so and by proceeding with this action Encik Sowaran Singh contended that the plaintiff was trying to pursue his claim by the back door, so to say, and having a second bite at the apple. Encik Sowaran Singh relied on the cases of *Metal Industry Employees Union v. Registrar of Trade Unions & Ors.* [1976] 1 MLJ 220, *Hong Leong Equipment Sdn. Bhd. v. Liew Fook Chuan & Another Appeal* [1996] 1 MLJ 481 and *Manggai v. Government of Sarawak & Anor.* [1970] 2 MLJ 41.

The plaintiff was dismissed on 3 July 1990 (see p. 233 of P.1). On 18 July 1990 he wrote a letter of appeal to the Director of Industrial Relations at Johor Bahru under s. 20(1) of IRA (see p. 234 of P.1). There was an attempt at reconciliation by the parties through the Industrial Relations Department (see pp. 253 and 254 of P.1). Apparently it failed. Finally, on 29 March 1991, the Minister decided not to refer the plaintiff's representation under s. 20(3) of the IRA to the Industrial Court (see p. 256 of P.1). As a result, on 6 July 1992 the plaintiff filed this action instead of filing an action to seek orders of certiorari and mandamus in respect of the refusal of the Minister to refer his representation to the Industrial Court. No reasons were given why he did not take this step.

Let me first deal with the authorities relied on by Encik Sowaran Singh.

In respect of *Metal Industry Employees Union's* case, it was held by the Federal Court that since there was a provision, for right of appeal to the Minister under s. 17 of Trade Unions Ordinance 1959 against the Registrar's decision "the statutory remedy of appeal better suited the case" and the learned Judge was right in declining to exercise his discretion to make the declarations sought. *Maggai v. Government of Sarawak & Anor.* was also considered by the Federal Court in *Metal Industry Employees Union's* case where *Maggai's* case was in similar vein, that is, there was a statutory remedy of appeal available. Under the IRA, there is no statutory remedy of appeal available against the Minister's refusal to refer, the representation to the Industrial Court. The cases referred to by Encik Sowaran Singh, are not applicable in this case.

In regard to *Hong Leong Equipment Sdn. Bhd.'s* case, I am of the view that this case is of no help to the defendant. The case referred to is whether the Civil Court should interfere with the exercise of the discretionary power of the Minister, which is not the case here before me.

The issue here is whether having failed to file an action for certiorari and mandamus in respect of the Minister's decision, is the plaintiff barred from filing this action seeking for declaratory orders. It has been said that the two remedies are not mutually exclusive (see *Petaling Tin Bhd. v. Lee Kian Chan* [1994] 1 MLJ quoting with approval at p. 675, the *obiter* of Lord Goddard in *Pyx Granite Co. v. Ministry of Housing and Local Government* [1960] AC 260; [1959] 3 All ER 1; [1959] 3 WCR 346). The short answer to Encik Sowaran Singh's preliminary objection can be found in *Minister of Labour, Malaysia v. Chan Meng Yuen and Another Appeal* [1992] 2 MLJ where at pp. 342/343 the Supreme Court in refusing to interfere with the Minister's refusal to refer the representation made to the Industrial Court said:

> If the respondent is still aggrieved from the decision, it is open to him to **file a suit in the Civil Court for damages for wrongful dismissal.** This is clearly contemplated by s. 20(4) of the Act. (Emphasis added)

The present suit is, *inter alia,* for damages for wrongful dismissal. In the circumstances I overruled the preliminary objection of the defendant.

Background

The plaintiff commenced work with Jabatan Telekom Malaysia ('JTM') on 30 September 1972. He was promoted to Juruteknik Tingkatan Kanan with effect from 15 December 1983. He was emplaced on the pensionable establishment on 1 November 1975.

JTM was later privatised by the Government of Malaysia on 1 January 1987 and incorporated as Syarikat Telekom Malaysia Berhad ('STMB') and this name was later changed to Telekom Malaysia Berhad ('TMB') on 6 June 1991.

When STMB was incorporated the plaintiff opted to accept the offer to work as the employee of STMB on the terms and conditions of Scheme B.

The offer by STMB dated 1 May 1986 is reproduced as hereunder (p. 45 of P.1):

Syarikat Telekom Malaysia Berhad

Rujukan: STM (BE) 2732247/(l)

1 Mei 1986.

Ali bin Hj. Othman

Kawasan Selatan

Tuan/Puan,

Tawaran Kerja Di Syarikat Telekom Malaysia Berhad (STM)

Dengan hormatnya sukacita dimaklumkan bahawa tuan/puan adalah dengan ini ditawar untuk berkhidmat dengan Syarikat Telekom Malaysia Berhad (STM) mengikut:

Gred: E

Tanggagaji : $1254 x 44 - $1518

mulai dari tarikh tuan/puan mula berkhidmat dengan STM.

2. Tawaran kerja ini adalah tertakluk kepada syarat-syarat berikut di bawah ini:

(a) Tuan/Puan dibayar gaji sebanyak $1342 sebulan.

(b) **Sepanjang berkhidmat dengan STM tuan/puan adalah tertakluk kepada segala peruntukan dalam Terma dan Syarat Perkhidmatan bagi Pegawai Eksekutif atau Terma dan Syarat Perkhidmatan bagi Kakitangan Bukan Eksekutif mengikut mana yang berkenaan, serta peraturan-peraturan yang dikeluarkan dari masa kesemasa oleh STM. Satu salinan Terma dan Syarat Perkhidmatan yang berkenaan dikembarkan bersama ini.**

(c) Tuan/puan adalah dikehendaki berkhidmat di mana-mana tempat yang diarahkan oleh STM.

(d) Tuan/Puan adalah dikehendaki menjalani tempuh percubaan selama 6 (enam) bulan. Walau bagaimana pun syarat ini tidak akan dikenakan kepada tuan/

puan jika sekiranya tuan/puan telah pun disahkan dalam jawatan semasa berkhidmat dengan JTM.

3. Sekiranya tuan/puan bersetuju menerima tawaran ini dengan syarat-syarat yang terkandung di dalam terma dan syarat perkhidmatan yang berkenaan, tuan/puan adalah dikehendaki mengembalikan 2 salinan surat Penerimaan Tawaran setelah lengkap diisi dan ditandatangani.

4. Surat tawaran ini akan dianggap batal dengan sendirinya jika sekiranya STM tidak menerima surat terima tawaran kerja ini pada atau sebelum 30 Jun 1986.

Sekian.

t.t.

(Mokhtar b. Yaacob)
Pengarah Urusan
b/p Syarikat Telekom Malaysia Berhad.

(emphasis added)

The form accepting Scheme B (pp. 44 & 46 of P.1) by the plaintiff, in so far as is relevant, is:

(b) Bersetuju menerima tawaran untuk berkhidmat sebagai pekerja STM **atas terma-terma dan syarat-syarat perkhidmatan SKIM B yang tidak sama seperti terma-terma dan syarat-syarat Skim Baru Perkhidmatan Awam;** ATAU

(c) ...

2. Saya sesungguhnya faham kandungan surat tawaran tuan dan implikasi pilihan sendiri ini dan saya sesungguhnya mengetahui bahawa pilihan yang telah saya buat ini adalah MUKTAMAD.

(emphasis added)

The terms and conditions for employees of STMB who opted for Scheme B and who are non-executives are at pp. 20 to 43 of P.1.

By way of a circular dated 2 May 1987, addressed to all its branches, STMB enclosed therein the amended terms and conditions for its employees (pp. 26 to 33 of P.2). The branches were directed to bring to the attention of all the employees of STMB of the amended terms and conditions.

The relevant amendments in so far as this case is concerned are at p. 32 of P.2. They are as follows:

(viii) Fasal 8(b)(vi) – Faedah Perubatan.

Para (b)(vi) dipinda seperti berikut:

Bayaran-bayaran **rawatan** hospital kerana bersalin akan ditanggung oleh STM sehingga untuk maksima lima (5) orang anak kandungan yang hidup.

The old provision reads as follows:

Fasal 8(b)(vi)

Bayaran-bayaran masuk ke hospital kerana bersalin akan ditanggung oleh STM sehingga untuk maksima lima (5) kali bersalin.

The plaintiff admitted that he was aware of the above amendment and it came into effect on 1 May 1987.

Status of Plaintiff at the Time Disciplinary Action Was Taken Against Him.

It is not disputed that at the material time when the disciplinary action was taken against the plaintiff in respect of the alleged offences committed by him the plaintiff was already emplaced on the pensionable establishment with effect from 1 November 1975. It follows therefore that all the rights, privileges and benefits including medical benefits to the plaintiff **as a pensioner** are preserved and protected.

When the plaintiff opted to accept Scheme B, he was fully aware that he would then be governed by the terms and conditions of service as set out at pp. 23 to 43 of P.1 with a rider that such terms and conditions of service which in total are no less favourable than terms and conditions of service enjoyed immediately at the time of transfer of plaintiff from JTM as provided by s. 9(2) of the Telecommunication Services (Successor Company) Act 1985 (Act 322). It would be wrong for the plaintiff, in my view, to claim that the General Orders, Treasury Instructions and Service Circulars would continue to be applicable to him. If that is really the claim of the plaintiff, then he should have opted for Scheme A where the permanent employees who opted to join STM though legally are STM's employees and not Government employees, would continue to be governed by the provisions of Government General Orders, Treasury Instructions and Service Circulars issued from time to time. It would seem for all practical purposes those employees that opted for Scheme A, in terms of salaries, privileges, **disciplinary procedures**, pensions eligibility, they are identical as if the employees who chose Scheme A were still civil servants (see p. 16 of P.1). By opting for Scheme B, the plaintiff would be bound by the terms and conditions of Scheme B. In the circumstances the plaintiff cannot now rely on General Orders etc. pertaining to civil servants except as to his rights and privileges as a pensioner.

Therefore, for the plaintiff's Counsel to rely on Article 135 of the Federal Constitution in respect of restriction on dismissal and reduction in rank (which relates to public services) and the contract of employment between the plaintiff and the defendant was illegal as against Act 322 and the Minister's Circular (pp. 7 to 19 to P.1), with respect, would be without any substance. The status of the plaintiff in Scheme B as opposed to Scheme A is radically different.

The main complaints of the plaintiff can be categorised as follows:

(1) The disciplinary action taken against the plaintiff was in breach of the rules of natural justice (see para. 29 of the statement of claim).

(2) The charges purportedly framed against the plaintiff by the defendant were stale and vague. There was waiver on the part of the defendant (see para. 30 of the statement of claim).

(1) **The Disciplinary Action Taken Against the Plaintiff Was in Breach of the Rules of Natural Justice**

Clause 4.2 of the terms and conditions of service for non-executive staff of the defendant (p. 13 of P.2) relates to the provision for discipline. Though such provision may not be that comprehensive, it does, however, provide, *inter alia*, for the power of dismissal of its non-executive staff. It is then a matter within the power of the defendant to mete out what sort of punishment on its employees depending on the seriousness of the offences committed.

Following show cause letter and the charges (five altogether) framed against the plaintiff, an Inquiry Panel was formed to investigate the charges and to subsequently give their recommendation to the Disciplinary Committee.

The Inquiry Panel comprised the following members:

1. Encik Rosli bin Kamudin – Chairman
   Pengurus
   Perhubungan Perusahaan
   Ibu Pejabat STM
   Kuala Lumpur.

2. Encik Omar bin Sahid – Member
   Pengurus
   Operasi Rangkaian Jauh (U)
   Ibu Pejabat Kawasan Selatan.

3. Encik Aziz bin Omar – Member
   Pen. Pengurus Tempatan
   Johor Timur
   Kluang, Johor.

At the inquiry the plaintiff was represented by Encik Mohamed Shafie bin Mammal, Presiden, Kesatuan Pekerja STM and Encik Mohamed bin Ahmad, Pengerusi, Kesatuan Pekerja STM, Johor Tengah.

From the perusal of the notes of proceedings of the inquiry, (a lengthy one at that) (pp. 83 - 172 of P.2) the plaintiff was given all the opportunity to defend himself and in my view, it could not be said that he was not given a fair hearing. In fact, the Inquiry Panel accommodated the plaintiff's request on the procedure to be followed in the inquiry. So what is he complaining about not being heard – the rule of *audi alteram partem* not being complied as alleged by the plaintiff therefore has no application at all in this case. At the end of the proceedings, the plaintiff expressed his satisfaction over the conduct of the Inquiry Panel in carrying out the inquiry and I quote (p. 171 of P.2):

> Haji Ali: Terima kasih Tuan Pengerusi kerana memberi peluang kepada saya memberi penjelasan. Bersyukur saya kepada Allah Subhanahuwataalah kerana Tuan telah pun dipilih sebagai **Pengerusi dan juga Ahli Panel pada hemat saya menjalankan tugas dengan baik tanpa menyebelahi mana-mana pihak** dan amanah Tuhan yang diberikan kepada Saudara Tuan Pengerusi dan Panel, saya rasa itu adalah satu amanah Tuhan ...
>
> (emphasis added)

The above verbatim record was duly signed by the plaintiff (p. 172 of P.2). In other words, he did not dispute the correctness of the verbatim record.

The plaintiff did not dispute that he was duly informed of the decision of the Disciplinary Committee by letter dated 3 July 1990. The decision to dismiss him was arrived by the Disciplinary Committee after giving a careful consideration of the notes of the inquiry and the findings of the Inquiry Panel *vis-a-vis* the charges preferred against the plaintiff (pp. 69 to 72 of P.2).

Equally not disputed is that the plaintiff was duly informed of his right of appeal to the "Jawatankuasa Rayuan" which right was duly exercised by the plaintiff (pp. 34 to 36 of P.2) but unfortunately the appeal was dismissed.

In respect of the contention that he was not furnished with the reasons for the decision to dismiss him, in my view, there is no statutory or administrative requirement for the defendant to do so. In any event, according to the defendant, the plaintiff did not make such a request. The defendant relied on the case of *Woon Kuok Cheng v. Tan Sri Datuk Chang Min Tat & 15 Ors.* [1993] 2 CLJ where it was held at p. 391:

> The answer to whether a domestic or statutory body is bound to give reasons for their decision is that it would depend on the circumstances of the case, whether an applicant would be deprived of his livelihood, for instance. In the

present case the plaintiff's livelihood is affected. But it is noted that the full transcript of the proceedings before the tribunals, the charge, the grounds of decision of the first tribunal, the previous convictions and the appeal papers have been seen by the Court and there is seen no patent or lurking defect which could vitiate the proceedings by reasons of infringement of the rules of natural justice or of procedural unfairness. Thus there is no need for reasons to be supplied by the Committee.

In this case, no doubt the decision involved in the dismissal of the plaintiff but an examination of the record of the proceedings and the deliberation of the Inquiry Panel and the Disciplinary Committee in considering the case of the plaintiff, and that all the opportunities and assistance were given to the plaintiff to defend himself with the assistance of officers from his trade union, in my view, clearly there has been no breach of any rules of natural justice or that there had been any procedural unfairness in this case. I do not therefore see the need for reasons to be supplied by the Inquiry Panel or the Disciplinary Committee. It does not in any way vitiate the disciplinary proceedings.

(2) **The Charges Purportedly Framed Against the Plaintiff Was in Breach of the Rules of Natural Justice**

The Counsel for the plaintiff seemed to equate the finding of the domestic tribunal in respect of charges to that of Criminal Court, that is, there should be a sentence for each separate charge. With respect, such a contention is untenable. In my view, it is within the province of the Inquiry Panel and the Disciplinary Committee after having considered the cumulative effect of all the charges and their seriousness taken together, to consider the most serious punishment, that is, dismissal. Therefore, there is no necessity to consider a sentence separately on each charge unless the sentence to be imposed is short of dismissal.

Though there are one or two defects in the findings of the Inquiry Panel, the core of the matter is that they rightly found the plaintiff guilty of signing the form himself. The plaintiff admitted this fact. The plaintiff being an official of his trade union should know better than to sign the form himself where it involves him personally (see p. 42 of P.2). According to the plaintiff it was urgent for him to take upon himself to sign the form as no senior officer was around. It was the finding of the Inquiry Panel that it was not true that no senior officer was around on the material date, that is, 23 May 1988 (see evidence of Lee Yew Kung). Furthermore, his wife was only admitted on 10 June 1988, that is, about 18 days later. The defendant came to know of this form later when the hospital sent the same to it. The finding of the conduct of dishonesty of the plaintiff by the Inquiry Panel, in my view, were supported by the facts before them.

In my view, if the conduct of the plaintiff were condoned by the defendant the whole system of administration of the defendant will go haywire. In other words, should an employee be allowed to sign such form where it involves himself or his family? I do not think so. Why I say so is that there is a need for the management of the defendant to check whether an employee is entitled to such medical benefits as are prescribed in cl. 8 of the terms and conditions of the non-executive staff of the defendant as amended. Here, clearly the plaintiff is not entitled to medical benefits for his sixth child. He knew of his entitlement to medical benefits as per the terms and conditions in respect of Scheme B as amended. In spite of this he took upon himself to sign the form claiming his entitlement to such benefit. This is clearly an act of dishonesty. In order to cloud the issue he claimed that he is still entitled to such benefit by virtue of his status as a civil servant previously. As I said earlier his status has changed once he opted to accept Scheme B and therefore he is governed by the terms and conditions of Scheme B. He cannot blow hot and cold on this issue. It is to be noted that the non-executive employees of the defendant are not given a blanket privilege in so far as medical benefits to them are concerned.

An act of dishonesty on the part of an employee is a serious matter. If the appropriate authority deemed it fit that such an act merits a dismissal, it is not for this Court to say that it did not warrant such a decision. I am not here exercising my powers as an appellate Court. My role here is to see whether there are grounds for the complaints of the plaintiff that he was not properly heard and that there was *mala fide* on the part of the defendant in taking the action and the decision arrived at. Regretably, the plaintiff failed to support his complaints.

In the circumstances, the plaintiff's action is dismissed with costs.

Reported by Anne Khoo

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